

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

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In Re:) Case No. 19-30088
PG&E CORPORATION AND PACIFIC) Chapter 11
GAS AND ELECTRIC COMPANY)
Reorganized Debtors.) San Francisco, California
) Tuesday, December 13, 2022
) 10:00 AM
)
REORGANIZED DEBTORS' SEVENTY-
NINTH OMNIBUS OBJECTION TO
CLAIMS (BOOKS AND RECORDS
CLAIMS) FILED BY PG&E
CORPORATION [10673]

FIRE VICTIM TRUSTEE'S
OBJECTION TO CONSOLIDATED
MOTION TO ALLOW/DEEM TIMELY
LATE FILING OF CLAIMANTS.
FILED BY CATHY YANNI [13254]
(RELATED TO MOTION 13161)

CONSOLIDATED MOTION TO
ALLOW/DEEM TIMELY LATE FILING
OF CLAIMANTS FILED BY DARLA
O'CONNOR [13161]

FIRE VICTIM TRUSTEE'S
OBJECTION TO MOTION TO
ALLOW/DEEM TIMELY LATE FILING
OF PROOF OF CLAIM BY DAVIN
AND DEBBIE ABRAHAMIAN. FILED
BY CATHY YANNI [13281]
(RELATED TO MOTION 13249)

MOTION TO ALLOW/DEEM TIMELY
LATE FILING OF PROOF OF CLAIM
BY DAVIN AND DEBBIE
ABRAHAMIAN. FILED BY DAVIN
ABRAHAMIAN [13249]

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE DENNIS MONTALI
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES (All present by video or telephone):

For the Reorganized

THOMAS B. RUPP, ESQ.

Debtors:

Keller Benvenutti Kim LLP

650 California Street

Suite 1900

San Francisco,, CA 94108

(415)636-9015

For David P. Addington:

ARON M. OLINER, ESQ.

Duane Morris LLP

1 Market Spear Tower

#2200

San Francisco, CA 94105

(415)957-3000

For Fire Victim Trust:

SUSAN SIEGER-GRIMM, ESQ.

Brown Rudnick LLP

Seven Times Square

New York, NY 10036

(212)209-4800

For Claimants Darla

CRAIG A. BURNETT, ESQ.

O'Connor, et al.:

Law Office of Craig A. Burnett

3558 Round Barn Boulevard

Suite 200

Santa Rosa, CA 95403

(707)523-3328

For Claimants Davin and
Debbie Abrahamian :

CASEY A. GEE, ESQ.

TLO LAW, P.C.

700 Airport Boulevard

Suite 160

Burlingame, CA 94010

(650)513-6111

Also Present:

David P. Addington

Individual Claimant

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Court Recorder:

LORENA PARADA/ANKEY THOMAS
United States Bankruptcy Court
450 Golden Gate Avenue
San Francisco, CA 94102

Transcriber:

CATHY L. KLEINBART
eScribers, LLC
7227 N. 16th Street
Suite #207
Phoenix, AZ 85020
(973) 406-2250

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1 SAN FRANCISCO, CALIFORNIA, TUESDAY, DECEMBER 13, 2022, 10:00 AM

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3 (Call to order of the Court.)

4 THE CLERK: The Court is now in session, the Honorable
5 Dennis Montali presiding. Calling the matter of PG&E
6 Corporation, and I'll bring in counsel now.

7 THE COURT: Okay. Mr. Oliner or Mr. Rupp, please
8 state your appearance.

9 MR. OLINER: Good morning, Your Honor. Aron Oliner,
10 Duane Morris, counsel to Mr. David Addington, who I had
11 expected to be in on this -- okay. I got the nod from Ms.
12 Parada.

13 THE CLERK: Would you like me to bring him in, Your
14 Honor?

15 THE COURT: Well, he's not going to participate, is
16 he, Mr. Oliner?

17 MR. OLINER: I don't know that he's going to
18 participate, but --

19 THE COURT: Okay. He can raise his hand if for some
20 reason he needs to come in.

21 Mr. Rupp, want to state your appearance?

22 MR. RUPP: Good morning, Your Honor. Thomas Rupp of
23 Keller Benvenuti Kim on behalf of the reorganized debtors.

24 THE COURT: Okay. Mr. Oliner, you requested to stay
25 on calendar since we have a motion pending next month. What's

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1 your pleasure?

2 MR. OLINER: Thank you very much. And thank you also
3 to Mr. Rupp for the opportunity today. This is a status
4 conference that had been two or three times put over, maybe
5 once requested by me, once by Mr. Rupp. My memory is a little
6 hazy, and I happened to finally catch COVID last week. I
7 wanted to put a few things on the record today, Your Honor,
8 recognizing there's a pending motion.

9 One, since the last status conference, the last time
10 we appeared before Your Honor and indicated to the Court that
11 we would be voluntarily exchanging documents before formal
12 discovery, that has happened. It's largely in progress. Mr.
13 Rupp on behalf of PG&E has provided to Mr. Addington, I don't
14 know, maybe, 700 documents, and it's been represented to us
15 that that is the sum total of PG&E's documents as pertains to
16 the dispute and Mr. Addington's property.

17 Mr. Rupp, perhaps unsurprisingly, filed a motion for
18 summary judgment, I believe last week. I haven't even read it.
19 And Mr. Rupp conveyed to me -- and I wanted to put it on the
20 record -- PG&E's willingness to extend briefing on that motion,
21 which is relevant for the following reason: Your Honor, I am
22 going to be leaving this case. Mr. Addington is going to take
23 over on his own behalf, and so in the interim, I just wanted to
24 get on the record that what has transpired to date and to
25 confirm what we already had in writing, which is PG&E's

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1 willingness to put over hearing on its motion for summary
2 judgment.

3 I believe, and were Mr. Addington to be added to this
4 call, he would say it, that based on the documents that were
5 produced by PG&E and new evidence, it is his intention to amend
6 his claim, but going forward, I will be out. And while I
7 haven't filed anything in the case, I would ask Mr. Rupp to
8 serve papers and to deal exclusively with Mr. Addington in pro
9 se after today.

10 THE COURT: Well, are you going to be filing a
11 substitution? I mean, you have to move to withdraw if Mr.
12 Addington and you sign a substitution and --

13 MR. OLINER: We'll -- sorry. I interrupted you.

14 THE COURT: Right?

15 MR. OLINER: Yeah. We'll file if necess -- I've only
16 appeared once in the case. I don't -- I may have sound a
17 status conference or something. I will file a substitution.
18 This is being done cooperatively. There's no motion that's
19 going to be required.

20 THE COURT: Okay.

21 MR. OLINER: Mr. Addington is taking over of his own
22 choice.

23 THE COURT: I don't mean to exclude Mr. Addington, but
24 there's no reason for him to speak. You're going to replace --
25 I mean, he will replace you as he's entitled to, and there's a

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1 motion on file, and his responsibility is to oppose that motion
2 timely or to negotiation with Mr. Rupp to extend the time, and
3 unless there's something I'm missing, there's no action item
4 today.

5 But Mr. Rupp, what's your response? Anything? Do you
6 have an opinion?

7 MR. RUPP: Yes, Your Honor. I just wanted to speak to
8 that. I did speak with Mr. Oliner, and PG&E would be open to
9 putting over the motion within reason. It has been a long road
10 we've traveled in this case with Mr. Addington's first claim
11 and then with his second claim. And also, as to the informal
12 discovery that the (indiscernible) exchange that was pursuant
13 to a specific email agreement regarding what was to be produced
14 by the parties, and that's the record between Mr. Oliner and
15 myself. And which I would also add, there's still outstanding
16 productions on Mr. Addington's part that are owed to PG&E.

17 And again, this is the first I'm hearing of now an
18 amended claim, and we have our motion for summary judgment on
19 file, and it's not at all clear to me what Mr. Addington could
20 amend his claim to now such that it would materially change
21 what our arguments are in our motion for summary judgment.

22 THE COURT: Do you question -- I mean, you don't doubt
23 that he has a right to amend his claim, doesn't he? Do you
24 agree?

25 MR. RUPP: Your Honor, I doubted his right to amend

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1 his claim back on May 10th when we had the hearing on the first
2 claim since we had litigated it all to the end and got an order
3 in our favor. The Court allowed him to amend his claim. So I
4 believe at some point, he's had many bites at the apple such
5 that he needs to pitch his claim and stand on it.

6 THE COURT: Well, let me say this, this seems to me
7 that given the way this case has played out -- it's gone on and
8 on and on, and there have been hearings, and I'm sorry that Mr.
9 Oliner is not going to be around to help Mr. Addington, but
10 that's none of my business. It seems to me that if Mr.
11 Addington wishes to amend his claim, he needs to either file
12 that amended claim and get your consent that it can be
13 considered, or he needs to file a motion to add or to amend his
14 claim. And generally, there's a liberal idea and a liberal
15 attitude or a little willingness to let people amend claims,
16 but this has already been teed up and dealt with, and
17 specifically dealt with with the hearing and the prior ruling.

18 And so it seems to me, Mr. Addington, I'll just say
19 this to you, you need to get Mr. Rupp's consent to your filing
20 an amended claim, or you need to file a motion to amend the
21 claim and get on with that. And so I'm just going to leave the
22 matter on the calendar for the late January date and leave it
23 at that, and if there's a stipulation to amend the claim or a
24 stipulation to defer the hearing on the summary judgment, I
25 certainly won't stand in the way.

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1 So as far as I'm concerned, that's the end of it, and
2 your comment about that you've -- Mr. Rupp, you indicated
3 yesterday the difficulties with Mr. Addington at his home with
4 the police department. There's not an action item for me to do
5 anything. So I'm not going to act on that unless somebody asks
6 me to.

7 MR. RUPP: Yes, Your Honor. There's no action item
8 for you today. I have only just become aware of it this last
9 week and have not completed an investigation, but it is cause
10 for concern with my client, and since it does relate to the
11 prior order entered by this Court, we may be seeking relief
12 here in the future.

13 THE COURT: Okay.

14 MR. RUPP: But again, nothing to do today.

15 THE COURT: Mr. Addington, I'm again -- it's awkward.
16 Mr. Oliner is your counsel of record, and he should speak for
17 you, but given his representation, which I assume is consistent
18 with your desire, I will not be discourteous, and if there's
19 something that you want to say that is pertinent to what we've
20 discussed, raise your hand, and I'll bring you in.

21 Well, I don't see his hand up. Ms. Parada, do you?

22 THE CLERK: Yes. He did raise his hand, and he's
23 joining now, Your Honor.

24 THE COURT: Okay. All right. I see it. All right.
25 Good morning, Mr. Addington. Just turn on your mic and state

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1 your appearance, and again respond to my question if you wish.

2 MR. ADDINGTON: David Addington, and I am a claimant
3 in the bankruptcy.

4 THE COURT: I know that, Mr. Addington. Just tell me
5 what you want to tell me about the matters that I just
6 discussed with these two counsel.

7 MR. ADDINGTON: Judge, I only raised my hand because
8 you asked me to. I am here. I'm going to file an amended
9 claim, and that's -- and Mr. Oliner is -- I'm replacing Mr.
10 Oliner.

11 THE COURT: Okay. But send that amended claim to Mr.
12 Rupp and ask if he consents to it being filed. Again,
13 generally, the parties are allowed to amend claims, but for
14 this case and the way it's played out, if he agrees that you
15 can amend it, then there's no issue. If he disagrees and
16 thinks you shouldn't be permitted to amend it, you need to file
17 a motion to amend it. And I'm just going to leave it at that.

18 MR. ADDINGTON: Yes, Your Honor. I understand.

19 THE COURT: Okay. All right. Mr. Oliner, I hope you
20 feel well. I'm sorry about your illness. I hope you recover,
21 and I guess I won't be seeing you in this matter again. So, so
22 be it. I will conclude this matter, and we have other PG&E
23 matters on the docket which we'll take up next.

24 MR. OLINER: Thank you kindly, Your Honor.

25 THE COURT: All right.

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1 MR. RUPP: Thank you, Your Honor. Happy holidays.

2 THE COURT: Thank you. Same to you. Same to you, Mr.
3 Addington.

4 MR. ADDINGTON: Thank you, sir.

5 THE COURT: Okay. Ms. Gee and Mr. Burnett, would you
6 state your appearances, please?

7 MS. GEE: Good morning, Your Honor. Casey Gee for
8 claimants Davin and Debbie Abrahamian.

9 THE COURT: Mr. --

10 MR. BURNETT: Good morning, Your Honor. Craig Burnett
11 for the moving party, for the movants or the claimants, which
12 number nineteen.

13 THE COURT: Nineteen of them, okay.

14 And Ms. Sieger-Grimm, do you want to state your
15 appearance, please?

16 MS. SIEGER-GRIMM: Good morning, Your Honor. This is
17 Susan Sieger-Grimm from Brown Rudnick, and I represent the
18 trustee.

19 THE COURT: Mr. Burnett and Ms. Gee, have you agreed
20 to who's going to go first, and you have my instructions about
21 timing. Who's going to go first?

22 MS. GEE: Mr. Burnett can go first, Your Honor.

23 THE COURT: Okay. Mr. Burnett?

24 MR. BURNETT: Thank you. I guess the crux of the
25 motion really boils down to excusable neglect and lack of

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1 prejudice. Excusable neglect by the movants and any lack of
2 prejudice to the debtor. Movants submit that there really is
3 no prejudice to the debtor and that the relevant inquiry is
4 prejudice to the debtor, not necessarily prejudice to the trust
5 which represents --

6 THE COURT: Well, I mean, I think the argument about
7 prejudice to the debtor is kind of red herring. There's no,
8 even your own position, your own papers seem to acknowledge
9 that there is an impact on the trust. If I let your clients
10 in, that has a likely dilution, albeit slight, but a dilution
11 of all the other timely claims. You don't deny that, do you?

12 MR. BURNETT: Not at all, Your Honor, but we do submit
13 that the dilution is miniscule at best. We're looking at what
14 I believe is about a five-billion-dollar amount in the trust.

15 THE COURT: I understand. But is miniscule a
16 standard? And let's try a different question, Mr. Burnett,
17 what if the trustee had opposed every single late claim, and
18 every single late claim had been kicked out, would you even
19 have a -- what would your argument be today? I mean, your
20 argument seems to be a bunch of other people got in late. So
21 let us in late. Why is that a rule that disputes -- is
22 appropriate?

23 MR. BURNETT: Well, there was this sort of artificial
24 deadline imposed by the trust, and it seems to me that my
25 clients having no less valid claims getting kicked out versus

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1 some other late filed claims got in just because of that
2 deadline.

3 THE COURT: That, in fact, the deadline -- remember,
4 what you call a deadline is a decision the trustee made to stop
5 with letting late claims in. In other words, it was an
6 convenience. I'll grant you that it had the effect of acting
7 like a deadline, but there was a deadline two and half years
8 ago for the fire victims, late in 2019. And the trust chose to
9 allow a good number. I won't -- don't deny that, but allow a
10 number of them in. It wasn't as though the trustee makes the
11 rules. The trustee said, I'm going to let these ones in, but
12 at some point, I'm not going to waive the time limits any
13 further. I mean, that -- so that's not quite the same as sort
14 of the trustee taking it upon herself to make up rules that are
15 court rules.

16 So what do I do about that? In other words, I mean,
17 where do we draw the line? If I let you in for that reason, do
18 I -- what about the next wave that were filed tomorrow or the
19 next day? Where do we draw the line?

20 MR. BURNETT: Well, I think that's for the Court to
21 decide, but there's -- the line is fuzzy right now, and just
22 because the movants have no less valid claims than those who
23 had been let in, I think would prejudice them. Costs exists.
24 They were impacted. Their houses may not have burned down, but
25 they were forced to evacuate. They did suffer damages, and

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1 they weren't even aware that they had claims that were
2 actionable.

3 THE COURT: No. I understand. I understand that
4 that's your position. Okay. Well, go ahead, but I gave you
5 time, and then I proceeded to take up some of your time. So go
6 ahead, and say what you want to say. I didn't mean to cut you
7 off.

8 MR. BURNETT: Well, given the course broad equitable
9 power here, I think that the -- and you discussed the
10 prejudiced to the debtor, which I believe there's no prejudice
11 at all, the prejudice to the trust, which I believe is slight,
12 and the length of delay. I don't know that that is necessarily
13 the fault of movants because of the lack of notice. The
14 trustee argues that some --

15 THE COURT: Wait. I think you're confusing lack of
16 notice with lack of awareness.

17 MR. BURNETT: They were not aware, and they were --

18 THE COURT: Not aware is not the same as not lack of
19 notice.

20 MR. BURNETT: Well, the notice that they got was
21 through other claimants was through social media. It wasn't
22 from the trust, itself.

23 THE COURT: Okay. Okay. Go ahead.

24 MR. BURNETT: Well, and the other argument that the
25 trustee makes is the big upsurge, the big filing of these

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1 motions on or around the deadline, and she should have
2 anticipated that. I don't think that that alone should be a
3 reason to deny the trust -- or the movants' motion.

4 THE COURT: But I guess what I --

5 MR. BURNETT: I suppose that --

6 THE COURT: Back to the point that I made a month
7 ago --

8 MR. BURNETT: Too late for claimants --

9 THE COURT: -- the trustee --

10 MR. BURNETT: -- have filed claims that the --

11 THE COURT: The trustee on her own decided that after
12 September 30th, I'm not going to waive late claims. My
13 defense. It's essentially, waive a statute of limitations.
14 And so if I'd said, okay. Well, trustee, that's -- you should
15 have given them until October 15th. Well, then what do I do
16 when people file on October 16th? In other words, I -- Mr.
17 Burnett, you're only representing your nineteen clients, and I
18 compliment you for doing that. But the dilemma that I have,
19 and perhaps that the trustee has, is there has to be some
20 closure, and I, of course, I don't want -- you're going to say,
21 well, close it next week, not last week. But that's what I'm
22 struggling with. Okay. Go ahead. Anything further? Mr.
23 Burnett, anything further to make -- to add?

24 Is he freezing, Ms. Parada?

25 THE CLERK: I believe so, Your Honor.

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1 THE COURT: Ms. Gee, can you hear me?

2 MS. GEE: I can hear you. Yes, Your Honor.

3 THE COURT: Okay. So Mr. Burnett, we'll come back to
4 you.

5 Ms. Gee, why don't you go ahead and take your ten
6 minutes, and we'll let Mr. Burnett come back if he wants, needs
7 to.

8 MS. GEE: Thank you, Your Honor. For our claimant --
9 for my two claimants, I went into more detail in our reply
10 brief providing more detail as far as the medical reasons why
11 our claimants had a difficult time either knowing about or
12 getting notice of the claim bar dates. As the reply goes into,
13 Mr. Abrahamian had medical issues from before the fire and
14 continues to have medical issues. These have been complicated
15 by the fact that his medical providers in Paradise -- he had
16 three specialists that were taking care of him. Two of them
17 left the area because of the fire. He was left with one
18 remaining specialist who has conducted five medically necessary
19 procedures as well as one -- five medically necessary
20 outpatient procedures as well as at least one surgical
21 procedure. And so between the medical care, the difficulty
22 finding additional providers, the complications due to COVID
23 with medical treatment, and then also returning to their house
24 and trying to remove all of the soot, ash, debris --

25 As I mentioned, there were over 150 trees, bushes that

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1 they had to remove from their property. They did try to save
2 some, which are just now showing signs of dying, which is
3 another reason that they weren't aware of claims that they had
4 before the bar date because they were trying to mitigate some
5 of the damages, keep some of the trees on their property, but
6 unfortunately, it looks like those trees are going to have to
7 be taken away as well.

8 And with all of those issues in their life and trying
9 to rebuild everything, trying to put a well in their house, get
10 a generator to have power in their home, they were not able to
11 file a claim in time. They did not know about the claim date.
12 They actually thought they had a much longer time to file a
13 claim and only in the last couple of months -- I believe in
14 September -- learned that they could file a claim in --

15 THE COURT: When did they think they had -- what did
16 they think the deadline was?

17 MS. GEE: They believed that they had eight years, and
18 I'm not sure where they got the eight years, but that's the --
19 they thought they had many more years than what the bar date
20 actually gave them.

21 THE COURT: All right.

22 MS. GEE: And then, just in terms of equity as
23 understandably the trust allowed certain late claims and wants
24 to cut it off at a certain point, one point I would make is
25 that the North Bay Fire has happened about a year before the

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1 Camp Fire, and so they had essentially a year less than a lot
2 of the North Bay claimants that were allowed to make late
3 claims as late as last year without as much scrutiny. So I
4 would just like to point that out as well. But unless you have
5 other questions, I would submit on that.

6 THE COURT: No. I have no other questions. Thank
7 you.

8 MS. GEE: Thank you.

9 THE COURT: Okay. Mr. Burnett, your screen froze
10 while we -- maybe you had more to say. So we went ahead and
11 heard from Ms. Gee. If you want to add anything further?

12 MR. BURNETT: No. Thank you. No. I think that I've
13 essentially made the argument. I hope the Court has had a
14 chance to read our reply, although it was only filed over the
15 weekend, and we'll submit it on that basis.

16 THE COURT: Okay. Let's hear from the trustee. I
17 have a question for the trustee that I didn't have until the
18 last time counsel appeared at the prior hearing which are the
19 matters that are submitted. And that has to do with is whether
20 the recent increase in the stock changes the dynamics in terms
21 of whether there is a lesser likelihood -- or if I should say a
22 greater likelihood of a hundred percent payout?

23 I realize nobody can predict it, but the fact is it's
24 public record. The stock has gone up. So what does that do to
25 the whole question of the claims here, whether they're timely

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1 or late, it's the question?

2 MS. SIEGER-GRIMM: Well, good morning, Your Honor.
3 First of all, the trust is not like an individual. It's a much
4 more complicated process to dispose of stock especially given
5 the amount. So there's no guarantee that we could even
6 capitalize on the recent increase. In addition --

7 THE COURT: But there's no -- but I understand that,
8 but there's no reason why that there isn't some consequence. I
9 mean, what if the stock goes up to twenty dollars? I know
10 there was at some point -- at somepoint, the dynamics changed
11 if the values are preserved, right?

12 MS. SIEGER-GRIMM: Yes. Let me give you a few
13 statistics that are from the Fire Victim Trust website that the
14 trustee would like to share with you. That might clear things
15 up a bit. As of yesterday, the trust had issued determination
16 notices on account of ninety percent of the claims
17 questionnaires that have been submitted to the trust. The
18 trust has awarded in those determination notices 14.04 billion
19 dollars and has already paid out 5.63 billion dollars.

20 So given the amount that's in the trust and where we
21 are -- well, it would be a guess as to what would cause the
22 trust to pay everyone, including late claimants, in full, but
23 given the pace of the claims being filed, we're guessing. I
24 mean, but right now, does it look like that there's a big
25 enough gain that we can capitalize on, like I said, it would be

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1 a guess with that --

2 THE COURT: Look, I understand it's a guess, and I'm
3 not naïve to think that tomorrow we're going to read in the
4 paper that the stock (indiscernible) because it could go down,
5 too, but it's a crazy world out there. But my point is at some
6 point, it may be that the timely claims will be paid, and the
7 question is what if there's any even a minimal amount of money
8 left over? My recollection is that the timely claims don't get
9 paid (audio interference) beyond their claim, right? Am I
10 correct in remembering that correct? Do you --

11 MS. SIEGER-GRIMM: You're breaking up a little bit.
12 So I just want to make sure, the timely claims -- well, first
13 of all, there are already provisions in some of the settlements
14 that require if everyone is paid, for instance, the FEMA claim
15 gets paid. If all claims are paid in full, then that claim,
16 which was settled pursuant to an agreement that the Court
17 approved, then those -- that claim would get paid.

18 THE COURT: Okay. Well, that answers the question,
19 then. I didn't remember that. Of course, I was here three
20 years ago nearly, and I presided over all of it, but I didn't
21 go back and refresh my memory.

22 I mean, the point I'm getting at is this is not a
23 garden-variety bankruptcy that might somehow have a surplus
24 that would allow late claims. I mean, if there were a run-of-
25 the-mill, Chapter 7 case with a hundred cents on the dollar to

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1 timely creditors, then the statute provides that late claims
2 get paid next. That's not our situation. Correct me I'm
3 wrong, there's nothing in the plan or the trust that deals with
4 late claims versus after timely claims. The late claims are
5 either in or out, and there's no in between, correct?

6 MS. SIEGER-GRIMM: That's correct, Your Honor.

7 THE COURT: Okay. Okay.

8 MS. SIEGER-GRIMM: Just one other point, going to the
9 fact that the debtor being the party, under Section 6.8(b) in
10 paragraph 18(e) (3) of the confirmation order, the trustee
11 stepped in to the debtor's shoes with respect to and became the
12 representative of the debtors with respect to the Fire Victim
13 claim. So the trustee is the debtor essentially with respect
14 to the Fire Victim claim. So to the extent there's any
15 question about who is the party to be concerned about
16 prejudice, it is the trust.

17 THE COURT: Well, I understand, but you've read the
18 briefs, and I've read the briefs, not just what Mr. Barnett or
19 Ms. Gee filed, but some of the other people that have filed.
20 They make almost the boilerplate argument that there's no
21 prejudice to the debtor because they look at the debtor as the
22 solvent utility that has shareholders who are protected, but
23 the trust is the entity, whether it's the trust through the
24 trustee or the trustee sort of in place of the debtor, the
25 prejudice whether it's miniscule, it's still prejudice, right?

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1 And so the timely claims that have been paid forty-five cents
2 on the dollar, hopefully, they'll be paid a lot more, but every
3 late claim that comes in is a theoretical dilution of the
4 recovery for the timely claims, am I right?

5 MS. SIEGER-GRIMM: It's absolutely right, Your Honor.
6 A limited fund, and it can only go so far, and after we run out
7 of that money, that's yeah. We're not a debtor that can add
8 more money to it. There's no (indiscernible) to the plan --

9 THE COURT: So okay. But am I right also that if the
10 trustee had chosen to draw a line in the sand on the claim's
11 bar date, perhaps, I, the Court, would have had to deal with
12 the hundreds and hundreds and hundreds of late claims that I
13 dealt with, but I dealt with them in part because the trustee
14 didn't object, like a waiver of a statute of limitation? But
15 now, your position is that you're invoking that statute, right?

16 MS. SIEGER-GRIMM: Yes, Your Honor. Honestly, the
17 trustee could cover any claim, and that was the hope, and it
18 seemed that everything was kind of tapering off as one would
19 expect. There were only fifty-five late claims filed in 2020,
20 and then -- 2022 and 2021, and then this year, they kind of
21 picked up and took off in an unexpected way, and it -- in an
22 alarming way. So that's when the first -- the former trustee
23 decided to stop stipulating, and that kind of slowed things for
24 a little bit, and then all of a sudden, they picked back up
25 again when people realized they were being admitted.

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1 So in the last week, alone, there have been more late
2 filed claims, (indiscernible) claim covered by those motions
3 than were filed in all of 2020 and 2021 combined. So they're
4 not stopping, they're not slowing, and there is a growing
5 concern among the claimants that are in the trust that they are
6 losing the potential to have their claims paid.

7 THE COURT: Well, I'm aware of at least one claimant
8 who did file something making that complaint, and you, perhaps,
9 have heard from others. I mean, I'm not going to get into the
10 details of that one, but if that's one person who's saying,
11 wait. While are you letting all these late claims in? It's
12 affecting me. That certainly a legitimate argument that can be
13 made as to any claimant.

14 I mean, it's not a question of -- and the last thing
15 in the world I want to do -- and I'm sure the trustee doesn't
16 want to do -- is pit fire victims against one another. But the
17 fact is there are -- there's a reality to it, too, that it is
18 what it is, and there's nothing we can do about it, unless we
19 just don't have any rules on this issue.

20 So what do you say to Mr. Burnett's argument about,
21 well, you know, September 30th was arbitrary, so what do we do
22 with the next batch?

23 MS. SIEGER-GRIMM: Well, I mean --

24 THE COURT: Same thing.

25 MS. SIEGER-GRIMM: -- it's arbitrary in the same way

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1 you could say the bar date, itself, was arbitrary. The date
2 was decided. With the trustee, she made the determination.
3 She put it in papers. It became widely publicized on social
4 media, which is how a lot of people now filing claims are
5 saying they got any notice at all. So people did have notice
6 that the trustee was going to change her position, and the
7 trust was going to be more strict.

8 And this is -- it wasn't a sudden thing. This is
9 after a long process of being very lenient and trying to let in
10 as many as possible. But the bottom line is --

11 THE COURT: These two counsel represent people who are
12 Tubbs fire victims, 2017, and there's a commonality to their
13 clients and some of the ones that we heard two weeks ago, that
14 this isn't a question of people who lost their homes. It's a
15 question -- leaving aside Ms. Gee's clients who have the tree
16 issues -- leaving -- it's the issue of people who didn't
17 realize that they could assert a claim for emotional distress.

18 Is there any information, any data, on how many claims
19 in the timely bundle of 70-whatever-thousand claims include
20 that kind of claim? In other words, claims that are not based
21 upon fire, homes burning down, or property being destroyed, but
22 on the emotional distress concept?

23 MS. SIEGER-GRIMM: Yes. There were timely filed
24 claims. I can give you -- file something with the numbers, if
25 you'd like, because I don't know them off the top of my head,

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1 but there were emotional distress claims filed, and they were
2 filed by pro se claimants as well as represented claimants. So
3 it wasn't just people who had counsel who --

4 THE COURT: But maybe I didn't ask the question as
5 carefully as I should have. If I asked you to find out -- put
6 in the record the number of claims that are similar to those
7 that are being asserted on behalf of Mr. Burnett's clients or
8 Ms. Gee's clients that don't involved homes burned or trucks
9 burned or property destroyed by fire, but really are limited to
10 the emotional distress, is there some indication as to the
11 numbers that fall into that category?

12 MS. SIEGER-GRIMM: I can get you those numbers. I
13 don't know them off the top of my head.

14 THE COURT: But you can --

15 MS. SIEGER-GRIMM: It does track every kind of claim
16 that's filed and who filed what, and so that number can be
17 obtained for you.

18 THE COURT: Well, I'm going to make a decision for
19 these claimants on the basis of the current record. I'm not
20 going to sort of turn it into something else. I'm just asking,
21 and what I think you seem to be acknowledging that without
22 having specific numbers -- and I'm not going to make a finding
23 that there are claims that are in that category, emotional
24 distress alone, rather than emotional stress coupled with the
25 loss of injury, physical injury, or property damage to homes or

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1 other property. I don't mean to say homes get a special
2 treatment.

3 Okay. Let me make a --

4 MS. SIEGER-GRIMM: I do know that there are claims
5 that are emotional distress only or similar, noneconomic
6 damages only because we've discussed it.

7 THE COURT: Okay.

8 MS. SIEGER-GRIMM: I do not know the number.

9 THE COURT: I'm going to ask Mr. Burnett and Ms. Gee
10 if they want to add anything further. I didn't in my
11 Docu/Text, I didn't anticipate kind of a rebuttal type, but
12 we've had a conversation, I raised a couple of questions, so
13 Mr. Burnett, do you want to add anything further?

14 MR. BURNETT: No. I think Your Honor that we've
15 covered it. I would like to make sure that the Court is aware
16 of the reply that we filed and --

17 THE COURT: Yes. I'm aware of it. I'm not going to
18 make a ruling in this hearing. So I am aware of it. I'm going
19 to look at it again.

20 Ms. Gee, do you want to add anything further?

21 MS. GEE: The only thing I would add is just to
22 emphasize that my claimants, it's not just an emotional
23 distress claim. It is the property damage to the land --

24 THE COURT: No, you did. You made that clear in your
25 comment.

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1 MS. GEE: Yes.

2 THE COURT: Let me say something to the two of you,
3 but I'm also addressing this to trustee's counsel, but others
4 who are following, two weeks ago I heard argument on similar
5 claims. I made a decision a few days ago to withhold a ruling
6 on the prior motion until I heard today because with some
7 exceptions, the arguments are very similar.

8 I'm not going to just keep taking these matters under
9 advisement. It's my job is to make decisions, whether I make
10 the right one or the wrong one isn't the point. I'm supposed
11 to make them, and I will. And my expectation is, is to issue a
12 ruling soon that will deal with the group that you two counsel
13 are representing here today, but the counsel who made the
14 arguments two weeks ago, and I'm waiting -- I'm putting those
15 two bundles, if you will, of claimants into my decision
16 process.

17 Even though I know that coming down the road, whether
18 it's later this month or in January, there are going to be
19 more, but I'm not -- this is really heads-up to the trustee,
20 I'm not just going to keeping matters under submission. I'm
21 going to make a ruling, and obviously, whatever my ruling is
22 will impact the persons, whichever side is adversely affected
23 by that ruling can seek whatever remedies.

24 But regardless of my ruling is, I then have to make it
25 again on the future, but that's -- I'm overstating my point

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1 here. Expect a ruling from me fairly soon with the claims that
2 you two counsel speak for, but also those who were on the call
3 a couple weeks ago.

4 So I'm going to stand -- the matter will stand
5 submitted. I appreciate your time and effort, and I'm going to
6 conclude the hearing and wish you and your clients happy
7 holidays, and you'll be hearing from me, okay?

8 MS. SIEGER-GRIMM: Thank you, Your Hoor.

9 MR. BURNETT: Thank you, Your Honor.

10 THE COURT: Thank you all for your time.

11 (Whereupon these proceedings were concluded at 10:37 AM)
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C E R T I F I C A T I O N

I, Cathy L. Kleinbart, certify that the foregoing transcript is
a true and accurate record of the proceedings.



/s/ CATHY L. KLEINBART

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Phoenix, AZ 85020

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